



## COVID-19 WAIVER AND RELEASE

In consideration of my (“I”, “my” or “myself”) and/or on behalf of my child/ward’s (each a “Ward”) participation in the Fitness Program (any of the foregoing, a “Participant”) by HealthWorks Rehab and Fitness (any of the foregoing and any ancillary events/activities/operations related thereto, an “Activity”), I, on behalf of myself and Ward, acknowledge, accept and agree the following:

\_\_\_\_\_ (1) COVID-19: By signing this COVID-19 Waiver, I acknowledge the contagious nature of the SARS-CoV-2 virus (the “novel coronavirus”) and voluntarily assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to or infected by the novel coronavirus by attending and/or participating in activities at HealthWorks, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at HealthWorks may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other Participants or any Releasee.

I knowingly and voluntarily agree to comply with and adhere to all COVID-19-related safety and risk mitigation practices during my attendance and participation at HealthWorks, whether communicated verbally or in writing. Such practices may include, but are not limited to: (i) recognized social distancing practices (i.e. maintaining 6-feet of space between myself and other individuals); (ii) wearing a proper face mask; and (iii) washing hands and/or using hand sanitizer frequently and avoiding touching of the face. I acknowledge and agree that my, or my Ward’s, compliance with these safety and mitigation practices is not only for my own benefit but also for the benefit of other Participants and the Releasee parties at HealthWorks. I voluntarily assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to the novel coronavirus or persons with the COVID-19 disease as a result from a failure to comply with such practices.

Further, notwithstanding the foregoing, I agree that I, on behalf of myself or my Ward, will neither attend nor participate in an Event if I or my Ward have, within the past 14 days: (i) have a suspected/confirmed case of COVID-19; (ii) experienced any symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath; or (iii) have been in close contact with a person known to have COVID-19 (or any known symptoms thereof).

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\_\_\_\_\_ (2) To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my Ward (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE MORGANTOWN PHYSICAL THERAPY ASSOCIATES dba HEALTHWORKS REHAB AND FITNESS, and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the "Releasees") WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY WARD'S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend, and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the Event, including, but not limited to, reasonable attorney's fees.

\_\_\_\_\_ (3) If any of the provisions of this COVID-19 Waiver and Release ("COVID-19 Waiver") shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

**I HAVE READ AND FULLY UNDERSTAND THIS COVID-19 WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY WARD, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.**

Participant Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MINORS/WARD: IF PARTICIPANT IS UNDER 18 YEARS OF AGE OR UNDER LEGAL GUARDIANSHIP, SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW.**

Parent/Guardian Name (Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Minor/Ward Name (Print): \_\_\_\_\_

Relationship to Minor/Ward: \_\_\_\_\_